



REQUEST FOR PROPOSAL (RFP)

Electronic Clearinghouse Services

RFP Number: 13-0315 **Point of Contact:** Bryan Andrews
Proposal Due Date: March 18, 2013 **Pre-Proposal Conference Date:** Not applicable for this RFP
Proposal Due Time: 5:00 p.m. **RFP Issue Date:** February 15, 2013

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Payment and Performance Bond:	Not applicable to this RFP
Certificate of Competency/License:	Required (see section 1.14)
Indemnification/Insurance:	Required (see section 1.10)
Pre-Proposal Conference/Walk-Thru:	Not Applicable to this RFP

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the LEMS office thirty (30) calendar days after the due date. When counter-signed by an authorized LEMS representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response (Section 4), or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from LEMS' Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on LEMS's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from LEMS's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to establish an integrated system to manage electronic claims, eligibility inquiries, electronic remittances, claims status, and patient statement processing. This system is to enhance and/or replace systems as specifically set forth in Section 2 of this RFP. The proposed system is to be used by Lake Emergency Medical Services, Inc., hereinafter “LEMS,” to manage protected health information (PHI) efficiently, to provide a more efficient billing process, and to facilitate more timely reimbursement.

The overall objectives defined for Electronic Clearinghouse Services are to:

- Provide an efficient and sole source means of transmitting electronic claims to payers
- Establish means to verify benefits eligibility with numerous electronic payers
- Establish means to check claims status with numerous electronic payers
- Establish means to receive electronic remittances from numerous payers
- Establish means to send electronic patient statement files for processing and mailing
- Provide for a quicker billing cycle
- Provide for a ‘paper reduced’ system that meets all governmental requirements

Project Structure & Timing

LEMS intends to select a sole vendor to supply the desired integrated solution as soon as practical sometime during the 1st quarter of 2013 with implementation and training to commence within thirty (30) days of selection.

This project will include the following key components:

- Electronic Claims
- Electronic Eligibility
- Electronic Remittances
- Electronic Statement processing and mailing services
- All components should have demonstrated integration and be supported by the same vendor
- All components will be based in and/or compatible with Microsoft SQL 2000/2005 database and function effectively in a Microsoft 2003 Virtual Server environment.
- All components shall meet best practices of data security

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Bryan Andrews, Chief Administrative Officer
2761 West Old Highway 441
Mount Dora, FL 32757
Phone : 352.385.2530
Fax : 352.385.9063
E-mail: bandrews@lakeems.org

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Designated Procurement Representative of LEMS .

Section 1.3: Method of Award

Award will be made to the vendor who submits the overall proposal that is judged to provide the most advantageous and

best value to LEMS. In determining the most advantageous proposal, LEMS reserves the right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. LEMS may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards. Responses to this RFP will be evaluated in accordance with the LEMS Purchasing Policy. Responses will be reviewed by LEMS staff. Staff will make recommendations for negotiations with the vendor that, in the opinion of LEMS, proposed the best overall solution. With that vendor, LEMS will negotiate the technical aspects of the scope of work, deliverables, schedule, and fees. However, if a negotiated agreement can't be reached, LEMS may open negotiations with the vendor that demonstrates the next highest degree of overall compatibility with LEMS' needs. Proposals will be evaluated based upon the following criteria:

1. Compliance with RFP Instructions: The proposals will be evaluated for general compliance with instructions issued in the RFP. Noncompliance with significant instructions may be grounds for proposal disqualification.
2. Software Capabilities: The proposal will be evaluated on the ability of the software to meet the technical specifications and to satisfy the functional requirements of LEMS including but not limited to the ability to maintain industry standards within the current network architecture of LEMS.
3. Project Understanding and Technical Expertise: The proposal will be evaluated on the basis of the vendor having an understanding of the specific project and superior technical expertise in implementing software as outlined in the Scope of Services. In doing this the vendor should, at a minimum, describe their approach to implementing the system, their capabilities to conduct a successful conversion in a timely manner, their ability to adequately train users and maintain the system after implementation.
4. Experience with Similar Projects: The proposal will be evaluated on the basis of implementing software environments similar to the technical nature and complexity of LEMS and ongoing support after implementation is complete. Further evaluation will be made based upon the total number of satisfied clients and number of satisfied clients in Florida.
5. Staff Qualifications and Firm Background: The proposals will be evaluated on the basis of the vendor's background, including the number of years of experience with the scope of work outlined, size and resources of the company and financial stability.
6. Schedule and Availability: The projected schedule and resource availability will be evaluated in the choice of a vendor, although LEMS understands that the actual beginning and completion dates are subject to negotiation and contract award.
7. Cost: The proposal will be evaluated on the basis of the cost of the solution and the feasibility of implementation within budgetary guidelines.

Section 1.4: Pre-Proposal Conference – Not applicable to this Solicitation

Section 1.5: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) shall be sent to the address listed below.

To be considered for award, a bid or proposal must be received and accepted in the LEMS Office prior to the date and time established within the solicitation. A response will not be considered for award if received in the LEMS Office after the official due date and time regardless of when or how it was received. Allow sufficient time for transportation

and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. The vendor should ensure that the bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

Proposals shall be clearly marked as and submitted to:

Lake – EMS
Re: Sealed Proposals for LEMS RFP # 13-0315 “Electronic Clearinghouse Services”
2761 W. Old Highway 441
Mount Dora, Florida 32757

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.6: Completion Requirements for Request for Proposal (RFP)

All submittals are required and shall be submitted with the RFP package. Faxed or Electronically (Email) submitted proposals shall not be accepted. Vendors shall submit four (4) complete sets (one [1] original, three [3] copies) of their proposal with all supporting documentation. Proposal shall be sealed and delivered to the LEMS Office no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. LEMS is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to LEMS.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not necessary. Emphasis in each proposal must be on completeness and clarity of content. LEMS emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements shall be solely the responsibility of the Proposer. To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in LEMS’s sole discretion, be rejected.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8 ½“x11” paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. Forms required are listed within the Tabs below. These forms can be found in a word format on the Lake County Florida website in order to accommodate vendors in preparing their proposal. These are identified as the “**Submittal Documents**”. The Proposal shall utilize the “Submittal Documents” and they must be divided into seven (7) tabbed sections with references to parts of the RFP done on a section number/paragraph number basis. The

seven (7) tabbed sections shall be named:

Preface: Cover Letter

- 1. Vendor Profile**
- 2. Software Capabilities and Response Questionnaire**
- 3. Experience with Similar Projects**
- 4. Proposed Schedule**
- 5. Additional Information**
- 6. Hardware and Third Party Software Requirements**
- 7. Cost Submittal**

Cover Letter (2 pages max.) Provide a one (1) or two (2) page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter shall provide the following:

- A brief statement of the respondent's understanding of the requirements.
- The name, title, phone number, fax number, email address and street address of the person whom will respond to questions about the proposal.
- Highlights of the Vendor's qualifications and ability to provide the software and conduct the project services.

Tab 1 – Vendor Profile (5 pages max.) Provide the following information about your firm:

- The firm's name, email address, business address, phone number, and fax number.
- Types of services and products offered.
- Number of years in business and in providing the desired scope of work.
- Number of total company employees and number of employees dedicated to supporting these products.
- The location of the headquarters' office and/or offices that would provide the project services and ongoing support.
- A brief statement of the firm's background, demonstrating longevity and financial stability.

Tab 2 – Software Capabilities (30 pages max.)

- This section should be the focus of the proposal. It should include sufficient information to demonstrate the software can meet the needs of LEMS as set forth in the Scope of Services. Each section and subsection in the Scope of Services must be specifically addressed. Response feature questionnaires should be completed and returned with yes or no indicated for each line.
- In addressing each subsection the Vendor should confirm the abilities of their proposed solution as they relate to needs identified within that subsection. The proposed scope of work should, at a minimum, cover the software features requested in the Scope of Services and have the ability to achieve or exceed those requirements.

Tab 3 – Experience with Similar Projects / References

- The section should establish the vendor's ability to perform the required work by experience with similar projects. LEMS reserves the right to contact additional references not provided by the vendor. Preference may be given for those references that are most similar in profile and type requested.
- Provide at least three (3) references identifying clients with requirements similar to those of LEMS. At a minimum, please provide the name of the client, contact person, and a telephone number for such references and if a site visit is permissible.
- List any clients that have terminated the same or similar services in the past twenty four (24) months. Include the contact name, title, phone number, size of account; date client became a customer and date(s) of termination. Explain why client(s) terminated the services.

Tab 4 – Implementation & Training Schedule (3 pages max.)

- Include a brief schedule for the completion of the implementation and training. Please estimate based upon your past experiences in training for similar applications. In this discussion, outline LEMS's responsibilities in the implementation process and estimate the level of LEMS effort in man-hours required to make the system operational. The loading of any required software, input or import of available data, training, providing reports and documentation needs are to be addressed in this estimate.

Tab 5 – Additional Information (10 pages max.)

- At your discretion, include additional information to support your proposal. This section of the proposal should not constitute the bulk of your submission.

Tab 6 – Hardware and Third Party Software Requirements (10 pages max.)

- Include a schedule of hardware requirements to operate the proposed solutions. At a minimum, the schedule should include recommended specifications for workstations and servers.

Tab 7 – Cost Submittal

- Include a cost submittal in accordance with the specifications listed. Be sure to include all items necessary for a fully functional implementation of your proposed solution. The cost submittal will be utilized as a framework for budget feasibility, function vs. cost comparisons, as well as line item analysis. The cost submittal should follow the generated pricing sheet, located within the Submittal Documents, for any necessary clarifications or items not listed on the RFP cost submittal form. Section 4 (Signatures and Certifications) of these solicitation documents shall be completed in their entirety and submitted within this tab.

Section 1.7: Presentations/ Discussions after the initial submission of Proposals

- A. LEMS, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge . LEMS reserves the right to require any proposer to demonstrate to the satisfaction of LEMS that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy LEMS, and LEMS shall be the sole judge of compliance.
- B. LEMS may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. LEMS reserves the right to conduct discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.
- C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

Section 1.8: Term of Contract - Upon Acceptance of Goods or Services

The performance period under this contract shall commence upon the date of the purchase order or related Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by lems' authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

Section 1.9: Method of Payment – Monthly Invoices

See Scope of Services. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.10: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by LEMS.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Designated Procurement Representative within five (5) working days of such request and must be received and accepted by the LEMS prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to LEMS, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to LEMS, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to LEMS at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake Emergency Medical Services, Inc., a Florida non-profit corporation and its Board of Directors, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to LEMS of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of

Operations section of the Certificate.

Certificate holder shall be:

LAKE EMERGENCY MEDICAL SERVICES, INC.
2761 W. Old Highway 441
Mount Dora, Florida 32757

Certificates of insurance shall evidence a waiver of subrogation in favor of LEMS, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by LEMS.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements. **The Vendor shall furnish to LEMS proof of insurance for all Sub-Contractors.**

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by LEMS. At the option of LEMS, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

LEMS shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by LEMS of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.11: Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by LEMS and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, LEMS reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provide herein are in addition to said warranty and do not limit any right afforded to LEMS by any other provision of this solicitation.

Section 1.13: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for LEMS, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the

Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written LEMS approval. In the event the requested substitute person is not satisfactory to LEMS and the matter cannot be resolved to the satisfaction of LEMS, LEMS reserves the right to cancel the contract for cause.

Section 1.14: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a LEMS solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that LEMS may at its option and in its best interest allow the prime/responding vendor to supply the sub-contractor(s)/hired vendor(s) certificate/license to LEMS during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on LEMS or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.15: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.16: Protection of Property

All existing structures, utilities, services, equipment, and property in which LEMS has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of LEMS which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, LEMS reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.17: Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of LEMS shall be the property of LEMS and will be turned over to LEMS upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of LEMS are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Designated Procurement Representative.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to LEMS nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for LEMS's use which may include publishing in LEMS documents and distribution as LEMS deems to be in LEMS's best interests. If anything included in any deliverable limits the rights of LEMS to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.18: Risk of Loss

The vendor assumes the risk of loss of damage to LEMS's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to LEMS. The vendor shall immediately repair, replace or make good on the loss or damage without cost to LEMS, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party. The vendor shall indemnify and hold LEMS harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of LEMS when applicable, and shall pay all costs and judgments which may issue thereon.

END OF SECTION 1

STATEMENT OF WORK FOR ELECTRONIC CLEARINGHOUSE SERVICES**Section 2.1: Background and Existing Conditions****Section 2.1.1: LEMS Background**

LEMS currently bills for approximately 32,000 trips annually, representing the following payer mix:

- 60% Medicare
- 11% Medicaid
- 13% Commercial
- 15% Private Pay
- 1% Other

LEMS currently sends approximately 3,500 patient statements each month. Annual/Monthly Claims volumes and other transactions can be estimated from the above information.

Section 2.1.2: LEMS Existing Technology

LEMS utilizes various software applications for the billing and processing of claims. They range from Microsoft Excel spreadsheets maintained by individual users to our current solution for Billing and A/R Management. The various systems used by LEMS are generally unlinked in terms of business processes as well as electronic interfacing. These systems are as follows:

- Zoll Data RescueNet Billing Software (*not to be replaced as part of this RFP – interface required*)
- Zirmed
- Availity
- Various other payer specific sites

Section 2.2: Scope of Services

The awarded contractor shall be capable of implementing an integrated system to manage LEMS's electronic claims, eligibility inquiries, electronic remittances, claims status, and patient statement processing. This system is to enhance and/or replace systems as specifically set forth in Part 2.1.2 of this RFP. The proposed system is to be used by LEMS to manage protected health information (PHI) efficiently, to provide a more efficient billing process, and to facilitate more timely reimbursement.

The Scope of services under this contract includes, but is not limited to:

Section 2.2.1: Electronic Claims

It is a desired feature that the proposed system be capable of receiving and distributing electronic claims to the maximum number of electronic payers. It is important for the vendor to provide a listing of existing electronic payers, and indicate which ones are direct and which ones are sent through third party clearinghouses. The vendor shall demonstrate their capabilities to display batches, individual claims, confirmations, and rejections in a way that is consistent with industry standards and easy for LEMS staff to utilize.

Section 2.2.2: Eligibility Services

It is a desired feature that the proposed system be capable of performing eligibility inquiries for the maximum number of electronic payers. The vendor should provide a listing of all payers for which they have this capability.

In addition, the vendor should provide sample responses from a variety of payers. Both individual and batch capabilities are desired and should be demonstrated.

Section 2.2.3: Claims Statusing

It is a desired feature that the proposed system be capable of performing claims statusing for the maximum number of electronic payers. The vendor should provide a listing of all payers for which they have this capability. In addition, the vendor should provide a clear explanation of how this functional works, and whether or not it can be automated. Both individual and batch capabilities are desired and should be demonstrated.

Section 2.2.4: Electronic Remittances

It is a desired feature that the proposed system be capable of retrieving and storing electronic remittances from the maximum number of electronic payers. The vendor should provide a listing of all payers for which they have this capability.

Section 2.2.5: Statement Processing

It is a desired feature that the proposed system be capable of processing patient statements in a format that is suitable to LEMS. This includes the capability of customizing the statements, including logos, special messages, and front/back printing. The proposed service should include all available mail processing services such as address verification, address correction, forwarding, etc. Statement batches and individual statements should be available for viewing, with the ability to see current status, address issues, etc. and include the ability to correct and resend individual statements as necessary. The vendor shall demonstrate the ability to accept statement batches in the Zoll RescueNet Billing ECM format (available upon request).

Section 2.2.6: Performance Demonstration

The vendor shall be prepared to provide a performance demonstration upon request that clearly shows their proposed solutions to provide the requested services. Online demonstrations will be acceptable.

Section 2.2.7: Training and Documentation

A training plan will be needed to develop LEMS staff capability for full use of the system. An estimate of seven (7) people will need various levels of training. LEMS intends to have two (2) “Power Users” and/or database administrators responsible for day to day operation of the software. These positions can also facilitate the training effort during implementation. Web-based or other electronic training is acceptable.

Provide a specific outline of training for each of the key functions of the software, to include at a minimum: Electronic Claims, Benefits Eligibility Inquiries, Claims Status, Patient Statements, and Electronic Remittances. Training should also include review of key reporting functionality as related to the key functions above.

Section 2.2.8: Security

General Security Architecture: Please describe the overall security architecture of the system.

Data Encryption: Describe the system's mechanisms to encrypt data transmissions. Please identify encryption technologies and the encryption algorithm's key strengths. If any data transmission occurs, unencrypted even between hosts computers, please indicate these points.

System Audit Capabilities: Describe system auditing capabilities. Indicate HIPPA Audit compliance. What audit trails exist? Do audit trails indicate information both prior to and subsequent to change? Does audit information include user identity? Is audit information available for read and write access? Does the system support the ability to establish audit triggers (i.e. the ability to alert auditors to particular events)? Please include audit log samples.

Section 2.2.9: Reporting

The software shall have the capability of creating industry standard reports without the need for additional vendor support. Report generation should be straightforward and easy to use. The reporting module should provide the user with the ability to query different data relating to the key functionality. Custom reports shall be able to be saved for future printing. The system should be able to interface with Microsoft Office Suite applications and functionalities such as exporting data or reports directly into Office applications. There should be a large selection of pre-designed management reports available for routine performance analysis.

Section 2.2.10: Integration

LEMS currently utilizes a system which integrates all identified components, including patient statement processing. While integration is important to us, all bid responses will be evaluated based on their overall ability to meet the needs of LEMS, as determined by LEMS staff. As such, collaborative and/or single component proposals will be considered.

Section 2.2.11: Changes in Scope of Work

LEMS may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

Section 2.6.12: Time of Completion

The services shall commence upon written notice to proceed from the LEMS Administrator or his designee, and the project shall be completed in accordance with the project schedule.

END OF SECTION 2

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

LEMS or EMS: Lake EMS, a governmental non-profit corporation of Lake County, Florida

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

LEMS has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the LEMS to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the LEMS to be included on a mailing list for selected categories of goods and services. To be recommended for award the LEMS requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall

be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final LEMS action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the LEMS except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the LEMS that payment for all purchases by LEMS agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use

typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the LEMS will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH LEMS EMPLOYEES

Any LEMS employee or member of his or her immediate family seeking to contract with the LEMS shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the LEMS. The affected employee shall disclose the employee's assigned function within the LEMS and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the LEMS to make an award nor shall the LEMS be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 LEMS IS TAX-EXEMPT

When purchasing on a direct basis, the LEMS is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The LEMS will provide an exemption certificate if requested by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the LEMS for direct LEMS purchase under the Sales Tax Recovery Program, Contractors doing business with the LEMS are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the LEMS, nor shall any contractor be authorized

to use any of the LEMS's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the LEMS in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The LEMS reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the LEMS.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the LEMS with price, technical, and other applicable factors considered. The LEMS reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The LEMS shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the LEMS reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the LEMS. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the LEMS.
- C. The LEMS reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the LEMS's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the LEMS. The LEMS may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous LEMS contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the LEMS's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the LEMS user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The LEMS has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the LEMS will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the LEMS and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the LEMS for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the LEMS, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The LEMS is not obligated to place any order for a given amount subsequent to the award of this solicitation. The LEMS may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the LEMS be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the LEMS to enter into an agreement that will satisfy its needs as described within this solicitation. However, the LEMS reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the LEMS be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the LEMS and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the LEMS. Subcontracting without the prior consent of the LEMS may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the LEMS. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the LEMS. The contractor shall provide employee(s) capable of performing the work as required. The LEMS may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the LEMS and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the LEMS or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the LEMS, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LEMS or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable LEMS procedures.

3.25 TERMINATION FOR CONVENIENCE

The LEMS, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The LEMS shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The LEMS shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The LEMS reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The LEMS further reserves the right to suspend or debar the vendor in accordance with the LEMS ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the LEMS's intent to terminate. In the event of termination for default, the LEMS may procure the

required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The LEMS as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The LEMS reserves the right to require CONTRACTOR to submit to an audit by any auditor of the LEMS's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the LEMS for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the LEMS to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the LEMS in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the LEMS's audit shall be reimbursed to the LEMS by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the LEMS's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the LEMS shall be the property of the LEMS and will be turned over to the LEMS upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the LEMS are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the LEMS. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the LEMS nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the LEMS's use which may include publishing in LEMS documents and distribution as the LEMS deems to be in the LEMS's best interests. If anything included in any deliverable limits the rights of the LEMS to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a

suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the LEMS in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the LEMS. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the LEMS may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the LEMS because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the LEMS. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the LEMS.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

RFP# 13-0315 – ELECTRONIC CLEARINGHOUSE SERVICES**NOTES:**

- Submittal documents can be printed from this solicitation document or can be downloaded separately in an electronic format in order to accommodate vendors in formatting their proposal.
- Section 4 – Certifications and Signatures shall be completed, printed and compiled and placed within Tab 7 along with the submitted Pricing Schedule.
- When purchasing on a direct basis, LEMS is exempt from all taxes (Federal, State, and Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor shall be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p>Addendum #1, Dated: _____</p> <p>Addendum #2, Dated: _____</p> <p>Addendum #3, Dated: _____</p> <p>Addendum #4, Dated: _____</p>
Part II:
<input type="checkbox"/> No Addendum was received in connection with this RFP.

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with LEMS.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by LEMS that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of LEMS Electronic Payable ProcessVendor will accept payment using the LEMS VISA- based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If LEMS awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised that Lake County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: _____

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

General Vendor Information and Proposal Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by LEMS: (Official Use Only)

By signature below, LEMS confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by LEMS to support the contract.

Vendor awarded as:

☐ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____
 Signature of authorized LEMS official: _____ Date: _____
 Printed name: _____ Title: _____
 Purchase Order Number assigned to this contract for billing purposes: _____